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State Bar Court of California Hearing Department Los Angeles ACTUAL SUSPENSION		
<p>Counsel For The State Bar</p> <p>Ross Eden Viselman Deputy Trial Counsel 1149 South Hill Street Los Angeles, California 90015-2299 (213) 765-1295</p> <p>Bar # 204979</p>	<p>Case Number(s):</p> <p>12-O-13705-RAH 12-O-13739 12-O-13779 12-O-13833 12-O-13925 12-O-13926 12-O-14230 12-O-15398 12-O-15448 12-O-16699</p>	<p>For Court use only</p> <div style="text-align: center; padding: 10px;"> <p>FILED</p> <p>APR 25 2013</p> <p>STATE BAR COURT CLERK'S OFFICE LOS ANGELES</p> </div> <div style="text-align: center; padding: 10px;"> <p>kwiktag * 152 144 173</p>  </div>
<p>In Pro Per Respondent</p> <p>Joel Richard Bander P.O. Box 17868 Los Angeles, California 90017 (213) 873-4333</p> <p>Bar # 119460</p>	<p>Submitted to: Settlement Judge</p> <p>STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING</p> <p>ACTUAL SUSPENSION</p> <p><input type="checkbox"/> PREVIOUS STIPULATION REJECTED</p>	
<p>In the Matter of:</p> <p>Joel Richard Bander</p> <p>Bar # 119460</p> <p>A Member of the State Bar of California (Respondent)</p>		

Note: All information required by this form and any additional information which cannot be provided in the space provided, must be set forth in an attachment to this stipulation under specific headings, e.g., "Facts," "Dismissals," "Conclusions of Law," "Supporting Authority," etc.

A. Parties' Acknowledgments:

- (1) Respondent is a member of the State Bar of California, admitted December 10, 1985.
- (2) The parties agree to be bound by the factual stipulations contained herein even if conclusions of law or disposition are rejected or changed by the Supreme Court.
- (3) All investigations or proceedings listed by case number in the caption of this stipulation are entirely resolved by this stipulation and are deemed consolidated. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation consists of 20 pages, not including the order.
- (4) A statement of acts or omissions acknowledged by Respondent as cause or causes for discipline is included under "Facts."

(Effective January 1, 2011)

Actual Suspension

ASD
4/17/13

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- (5) Conclusions of law, drawn from and specifically referring to the facts are also included under "Conclusions of Law".
- (6) The parties must include supporting authority for the recommended level of discipline under the heading "Supporting Authority."
- (7) No more than 30 days prior to the filing of this stipulation, Respondent has been advised in writing of any pending investigation/proceeding not resolved by this stipulation, except for criminal investigations.
- (8) Payment of Disciplinary Costs—Respondent acknowledges the provisions of Bus. & Prof. Code §§6086.10 & 6140.7. (Check one option only):
 - Until costs are paid in full, Respondent will remain actually suspended from the practice of law unless relief is obtained per rule 5.130, Rules of Procedure.
 - Costs are to be paid in equal amounts prior to February 1 for the following membership years: three (3) billing cycles immediately following the effective date of the Supreme Court order in this matter. (Hardship, special circumstances or other good cause per rule 5.132, Rules of Procedure.) If Respondent fails to pay any installment as described above, or as may be modified by the State Bar Court, the remaining balance is due and payable immediately.
 - Costs are waived in part as set forth in a separate attachment entitled "Partial Waiver of Costs".
 - Costs are entirely waived.

B. Aggravating Circumstances [for definition, see Standards for Attorney Sanctions for Professional Misconduct, standard 1.2(b)]. Facts supporting aggravating circumstances are required.

- (1) **Prior record of discipline** [see standard 1.2(f)]
 - (a) State Bar Court case # of prior case 09-O-14921 et al.
 - (b) Date prior discipline effective June 21, 2012
 - (c) Rules of Professional Conduct/ State Bar Act violations: See attachment, page 15.
 - (d) Degree of prior discipline One year stayed suspension and three years of probation with 90 days actual suspension
 - (e) If Respondent has two or more incidents of prior discipline, use space provided below.
- (2) **Dishonesty:** Respondent's misconduct was surrounded by or followed by bad faith, dishonesty, concealment, overreaching or other violations of the State Bar Act or Rules of Professional Conduct.
- (3) **Trust Violation:** Trust funds or property were involved and Respondent refused or was unable to account to the client or person who was the object of the misconduct for improper conduct toward said funds or property.
- (4) **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice. See attachment, page 15.

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- (5) **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct.
- (6) **Lack of Cooperation:** Respondent displayed a lack of candor and cooperation to victims of his/her misconduct or to the State Bar during disciplinary investigation or proceedings.
- (7) **Multiple/Pattern of Misconduct:** Respondent's current misconduct evidences multiple acts of wrongdoing or demonstrates a pattern of misconduct. See attachment, page 15.
- (8) **No aggravating circumstances** are involved.

Additional aggravating circumstances:

C. Mitigating Circumstances [see standard 1.2(e)]. Facts supporting mitigating circumstances are required.

- (1) **No Prior Discipline:** Respondent has no prior record of discipline over many years of practice coupled with present misconduct which is not deemed serious.
- (2) **No Harm:** Respondent did not harm the client or person who was the object of the misconduct.
- (3) **Candor/Cooperation:** Respondent displayed spontaneous candor and cooperation with the victims of his/her misconduct and to the State Bar during disciplinary investigation and proceedings.
- (4) **Remorse:** Respondent promptly took objective steps spontaneously demonstrating remorse and recognition of the wrongdoing, which steps were designed to timely atone for any consequences of his/her misconduct.
- (5) **Restitution:** Respondent paid \$ _____ on _____ in restitution to _____ without the threat or force of disciplinary, civil or criminal proceedings.
- (6) **Delay:** These disciplinary proceedings were excessively delayed. The delay is not attributable to Respondent and the delay prejudiced him/her.
- (7) **Good Faith:** Respondent acted in good faith.
- (8) **Emotional/Physical Difficulties:** At the time of the stipulated act or acts of professional misconduct Respondent suffered extreme emotional difficulties or physical disabilities which expert testimony would establish was directly responsible for the misconduct. The difficulties or disabilities were not the product of any illegal conduct by the member, such as illegal drug or substance abuse, and Respondent no longer suffers from such difficulties or disabilities.
- (9) **Severe Financial Stress:** At the time of the misconduct, Respondent suffered from severe financial stress which resulted from circumstances not reasonably foreseeable or which were beyond his/her control and which were directly responsible for the misconduct.
- (10) **Family Problems:** At the time of the misconduct, Respondent suffered extreme difficulties in his/her personal life which were other than emotional or physical in nature.
- (11) **Good Character:** Respondent's good character is attested to by a wide range of references in the legal and general communities who are aware of the full extent of his/her misconduct.

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- (12) **Rehabilitation:** Considerable time has passed since the acts of professional misconduct occurred followed by convincing proof of subsequent rehabilitation.
- (13) **No mitigating circumstances** are involved.

Additional mitigating circumstances:

See attachment, page 15.

D. Discipline:

- (1) **Stayed Suspension:**
- (a) Respondent must be suspended from the practice of law for a period of three years.
- i. and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and present fitness to practice and present learning and ability in the law pursuant to standard 1.4(c)(ii) Standards for Attorney Sanctions for Professional Misconduct.
- ii. and until Respondent pays restitution as set forth in the Financial Conditions form attached to this stipulation.
- iii. and until Respondent does the following:
- (b) The above-referenced suspension is stayed.

(2) **Probation:**

Respondent must be placed on probation for a period of four years, which will commence upon the effective date of the Supreme Court order in this matter. (See rule 9.18, California Rules of Court)

(3) **Actual Suspension:**

- (a) Respondent must be actually suspended from the practice of law in the State of California for a period of two years.
- i. and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and present fitness to practice and present learning and ability in the law pursuant to standard 1.4(c)(ii), Standards for Attorney Sanctions for Professional Misconduct
- ii. and until Respondent pays restitution as set forth in the Financial Conditions form attached to this stipulation.
- iii. and until Respondent does the following:

E. Additional Conditions of Probation:

- (1) If Respondent is actually suspended for two years or more, he/she must remain actually suspended until he/she proves to the State Bar Court his/her rehabilitation, fitness to practice, and learning and ability in the general law, pursuant to standard 1.4(c)(ii), Standards for Attorney Sanctions for Professional Misconduct.
- (2) During the probation period, Respondent must comply with the provisions of the State Bar Act and Rules of Professional Conduct.

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- (3) Within ten (10) days of any change, Respondent must report to the Membership Records Office of the State Bar and to the Office of Probation of the State Bar of California ("Office of Probation"), all changes of information, including current office address and telephone number, or other address for State Bar purposes, as prescribed by section 6002.1 of the Business and Professions Code.
- (4) Within thirty (30) days from the effective date of discipline, Respondent must contact the Office of Probation and schedule a meeting with Respondent's assigned probation deputy to discuss these terms and conditions of probation. Upon the direction of the Office of Probation, Respondent must meet with the probation deputy either in-person or by telephone. During the period of probation, Respondent must promptly meet with the probation deputy as directed and upon request.
- (5) Respondent must submit written quarterly reports to the Office of Probation on each January 10, April 10, July 10, and October 10 of the period of probation. Under penalty of perjury, Respondent must state whether Respondent has complied with the State Bar Act, the Rules of Professional Conduct, and all conditions of probation during the preceding calendar quarter. Respondent must also state whether there are any proceedings pending against him or her in the State Bar Court and if so, the case number and current status of that proceeding. If the first report would cover less than 30 days, that report must be submitted on the next quarter date, and cover the extended period.

In addition to all quarterly reports, a final report, containing the same information, is due no earlier than twenty (20) days before the last day of the period of probation and no later than the last day of probation.

- (6) Respondent must be assigned a probation monitor. Respondent must promptly review the terms and conditions of probation with the probation monitor to establish a manner and schedule of compliance. During the period of probation, Respondent must furnish to the monitor such reports as may be requested, in addition to the quarterly reports required to be submitted to the Office of Probation. Respondent must cooperate fully with the probation monitor.
- (7) Subject to assertion of applicable privileges, Respondent must answer fully, promptly and truthfully any inquiries of the Office of Probation and any probation monitor assigned under these conditions which are directed to Respondent personally or in writing relating to whether Respondent is complying or has complied with the probation conditions.
- (8) Within one (1) year of the effective date of the discipline herein, Respondent must provide to the Office of Probation satisfactory proof of attendance at a session of the Ethics School, and passage of the test given at the end of that session.
- No Ethics School recommended. Reason: Respondent attended Ethics School on December 13, 2012 and passed the test given at the end of that session.
- (9) Respondent must comply with all conditions of probation imposed in the underlying criminal matter and must so declare under penalty of perjury in conjunction with any quarterly report to be filed with the Office of Probation.
- (10) The following conditions are attached hereto and incorporated:
- | | |
|---|---|
| <input type="checkbox"/> Substance Abuse Conditions | <input type="checkbox"/> Law Office Management Conditions |
| <input type="checkbox"/> Medical Conditions | <input type="checkbox"/> Financial Conditions |

F. Other Conditions Negotiated by the Parties:

- (1) **Multistate Professional Responsibility Examination:** Respondent must provide proof of passage of the Multistate Professional Responsibility Examination ("MPRE"), administered by the National Conference of Bar Examiners, to the Office of Probation during the period of actual suspension or within one year, whichever period is longer. **Failure to pass the MPRE results in actual suspension without**

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further hearing until passage. But see rule 9.10(b), California Rules of Court, and rule 5.162(A) & (E), Rules of Procedure.

- No MPRE recommended. Reason: Respondent took the MPRE on November 20, 2012 and passed the test. (See In the Matter of Trousil (Review Dept. 1991) 1 Cal State Bar Ct. Rptr. 229, 244.).
- (2) **Rule 9.20, California Rules of Court:** Respondent must comply with the requirements of rule 9.20, California Rules of Court, and perform the acts specified in subdivisions (a) and (c) of that rule within 30 and 40 calendar days, respectively, after the effective date of the Supreme Court's Order in this matter.
- (3) **Conditional Rule 9.20, California Rules of Court:** If Respondent remains actually suspended for 90 days or more, he/she must comply with the requirements of rule 9.20, California Rules of Court, and perform the acts specified in subdivisions (a) and (c) of that rule within 120 and 130 calendar days, respectively, after the effective date of the Supreme Court's Order in this matter.
- (4) **Credit for Interim Suspension [conviction referral cases only]:** Respondent will be credited for the period of his/her interim suspension toward the stipulated period of actual suspension. Date of commencement of interim suspension:
- (5) **Other Conditions:** Refer to attachment, page 17, for Fee Arbitration Conditions of Probation.

ATTACHMENT TO

STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION

IN THE MATTER OF: JOEL RICHARD BANDER
CASE NUMBERS: 12-O-13705, 12-O-13739, 12-O-13779, 12-O 13833, 12-O-13925,
 12-O-13926, 12-O-14230, 12-O-15398, 12-O-15448, 12-O-16699

FACTS AND CONCLUSIONS OF LAW.

Respondent admits that the following facts are true and that he is culpable of violations of the specified statute and Rules of Professional Conduct.

Case No. 12-O-13705 (Eduardo Lorenzo)

FACTS:

1. On February 13, 2009, Eduardo Lorenzo ("Lorenzo") employed Respondent to represent him on claims relating to Lorenzo's mortgages on two properties. At that time, Lorenzo paid Respondent \$2,000 in attorney fees for Respondent's legal services.

2. On July 22, 2009, Respondent filed a lawsuit on behalf of Lorenzo against Lorenzo's lender, Countrywide Home Loans ("Countrywide"), in Los Angeles County Superior Court, entitled *Eduardo and Susan Lorenzo et al. v. Countrywide Home Loans*, case no. BC 418363 (the "Lorenzo Action").

3. During the pendency of the Lorenzo Action, Respondent negotiated with Countrywide on behalf of Lorenzo to modify the loans on Lorenzo's two properties.

4. On October 26, 2009, Countrywide filed a demurrer in the Lorenzo action.

5. On January 8, 2010, in response to the demurrer, an attorney in Respondent's law firm, working under the supervision and at the direction of Respondent, filed with the court a request for dismissal without prejudice of the Lorenzo Action.

6. Respondent authorized filing the request for dismissal because, in his judgment, spending resources prosecuting the Lorenzo Action was of less value to Lorenzo than spending such resources negotiating with Countrywide for a loan modification.

7. The request for dismissal in the Lorenzo Action was filed without Lorenzo's knowledge, authorization, or consent.

8. On January 8, 2010, the court dismissed the Lorenzo Action without prejudice.

9. At no time did Respondent inform Lorenzo that the Lorenzo Action was dismissed.

10. Lorenzo discovered that the Lorenzo Action had been dismissed after he filed a complaint against Respondent with the State Bar of California, and a staff member at the State Bar of California informed him of the dismissal.

CONCLUSIONS OF LAW:

11. By not informing Lorenzo that the court dismissed the Lorenzo Action, Respondent failed to keep a client reasonably informed of significant developments in a matter in which Respondent had agreed to provide legal services in willful violation of Business and Professions Code, section 6068(m).

Case No. 12-O-13739 (Francis Spoonemore)

FACTS:

12. On December 14, 2008, Francis Spoonemore ("Spoonemore") attended a "Mortgage Litigation" seminar advertised and hosted by Respondent. At this seminar, an attorney, working under the supervision and at the direction of Respondent, touted the benefit of filing lawsuits against lender banks as more effective in obtaining a loan modification than attempting to negotiate a loan modification without filing a lawsuit.

13. On January 20, 2009, in response to what he learned at Respondent's Mortgage Litigation seminar, Spoonemore employed Respondent to represent him on claims relating to the mortgage on Spoonemore's property. Spoonemore paid Respondent \$8,000 in attorney fees for Respondent's legal services.

14. Pursuant to the retainer agreement between Spoonemore and Respondent, Respondent agreed, among other things, to provide the following services: "evaluation, negotiation and/or litigation."

15. Based on the representations made to him at Respondent's seminar, Spoonemore expected Respondent to file a lawsuit against his bank.

16. At no time during Respondent's representation of Spoonemore did Respondent file a lawsuit on Spoonemore's behalf. Respondent did, however, negotiate with Respondent's lender regarding a loan modification. Due to Spoonemore's financial condition at that time, Spoonemore did not qualify for a loan modification.

17. On February 12, 2010, Respondent's firm filed for bankruptcy and named Spoonemore as a creditor. Accordingly, at the direction of the bankruptcy trustee, Respondent withdrew from the representation of Spoonemore, and notified Spoonemore of the termination of employment.

18. At no time did Respondent refund any portion of the \$8,000 paid by Spoonemore.

CONCLUSIONS OF LAW:

19. By failing to file the lawsuit that Spoonemore reasonably expected Respondent to file, based on the representations of Respondent's agents, Respondent intentionally failed to perform legal services with competence in willful violation of Rules of Professional Conduct, rule 3-110(A).

Case No. 12-O-13779 (Marjorie Padua)

FACTS:

20. On May 6, 2009, Marjorie Padua ("Padua") employed Respondent, pursuant to a retainer agreement, to "investigate, file and prosecute a lawsuit regarding the subject mortgage on behalf of [Padua] against all appropriate defendants, to challenge such defendants' unlawful business practices and statutory violations relating to residential home mortgages of the lenders and their assignees." Padua paid \$6,000 in attorney fees for Respondent's legal services.

21. On December 8, 2009, an attorney in Respondent's law firm, working under the supervision and at the direction of Respondent, filed an action with the Monterey County Superior Court on behalf of Padua, entitled *Marjorie Padua v. First Franklin Financial Corp. et al.*, case no. M102843 (the "Padua Action").

22. On February 12, 2010, Respondent's firm filed for bankruptcy and named Padua as a creditor. Accordingly, at the direction of the bankruptcy trustee, Respondent withdrew from the representation of Padua, and notified Padua of the termination of employment.

23. On September 23, 2011, the court dismissed the Padua Action for failure to prosecute.

24. After Respondent filed the complaint in the Padua Action, Respondent did not take any other legal action to prosecute the Padua Action.

25. At no time did Respondent refund any portion of the \$6,000 paid by Padua.

CONCLUSIONS OF LAW:

26. By failing to prosecute the Padua Action, resulting in its dismissal, Respondent intentionally failed to perform legal services with competence in willful violation of Rules of Professional Conduct, rule 3-110(A)

Case No. 12-O-13833 (Complainant: Antonio Castillo)

FACTS:

27. In December 2008, Antonio Castillo ("Castillo") attended a "Sue the Banks" seminar advertised and hosted by Respondent. At this seminar, an attorney, working under the supervision and at the direction of Respondent, touted the benefit of filing lawsuits against lender banks as more effective in obtaining a loan modification than attempting to negotiate a loan modification without filing a lawsuit.

28. On January 22, 2009, in response to what he learned at Respondent's Sue the Banks seminar, Castillo employed Respondent to represent him on claims relating to the mortgage on Castillo's property. Castillo paid Respondent \$5,000 in attorney fees for Respondent's legal services.

29. Pursuant to the retainer agreement between Castillo and Respondent, Respondent agreed, among other things, to provide the following services: "evaluation, negotiation and/or litigation."

30. Based on the representations made to him at Respondent's seminar, Castillo expected Respondent to file a lawsuit against his bank.

31. At no time during Respondent's representation of Castillo did Respondent file a lawsuit on Castillo's behalf. Respondent did, however, negotiate with Respondent's lender regarding a loan modification. Due to Castillo's financial condition at that time, he did not qualify for a loan modification.

32. On February 12, 2010, Respondent's firm filed for bankruptcy and named Castillo as a creditor. Accordingly, at the direction of the bankruptcy trustee, Respondent withdrew from the representation of Castillo, and notified Castillo of the termination of employment.

33. At no time did Respondent refund any portion of the \$5,000 paid by Castillo.

CONCLUSIONS OF LAW:

34. By failing to file the lawsuit that Castillo reasonably expected Respondent to file, based on the representations of Respondent's agents, Respondent intentionally failed to perform legal services with competence in willful violation of Rules of Professional Conduct, rule 3-110(A).

Case No. 12-O-13925 (Complainant: Angela Ser-Manukyan)

FACTS:

35. In December 2008, Angela Ser-Manukyan ("Ser-Manukyan") saw a feature on television, which marketed Respondent's "Sue the Banks" program. During this television feature, an attorney, working under the supervision and at the direction of Respondent, touted the benefits of filing lawsuits against lender banks as more effective in obtaining loan modifications than attempting to negotiate a loan modification without filing a lawsuit.

36. On December 5, 2008, in response to seeing Respondent's television program, Ser-Manukyan employed Respondent to represent her on claims relating to the mortgage on her property. Ser-Manukyan paid Respondent \$5,450 in attorney fees for Respondent's legal services.

37. Pursuant to the retainer agreement between Ser-Manukyan and Respondent, Respondent agreed, among other things, to provide the following services: "evaluation, negotiation and/or litigation."

38. Based on the representations made during Respondent's television program, Ser-Manukyan expected Respondent to file a lawsuit against her bank.

39. At no time during Respondent's representation of Ser-Manukyan did Respondent file a lawsuit on Ser-Manukyan's behalf. Respondent did, however, negotiate with Respondent's lender regarding a loan modification. Due to Ser-Manukyan's financial condition at that time, she did not qualify for a loan modification.

40. On February 12, 2010, Respondent's firm filed for bankruptcy and named Ser-Manukyan as a creditor. Accordingly, at the direction of the bankruptcy trustee, Respondent withdrew from the representation of Ser-Manukyan, and notified Ser-Manukyan of the termination of employment.

41. At no time did Respondent refund any portion of the \$5,450 paid by Ser-Manukyan.

CONCLUSIONS OF LAW:

42. By failing to file the lawsuit that Ser-Manukyan reasonably expected Respondent to file, based on the representations of Respondent's agents, Respondent intentionally failed to perform legal services with competence in willful violation of Rules of Professional Conduct, rule 3-110(A).

Case No. 12-O-13926 (Complainant: Seung Man Jeong)

FACTS:

43. On February 4, 2009, Seung Man Jeong ("Jeong") attended a "Mortgage Litigation" seminar advertised and hosted by Respondent. At this seminar, Respondent discussed his strategy of filing lawsuits against lender banks in an effort to obtain home mortgage modifications for his clients. Respondent told Jeong that his loan litigation services were more effective than attempting to negotiate a loan modification without filing a lawsuit.

44. On February 20, 2009, Jeong employed Respondent to represent him on claims relating to the mortgage on two of Jeong's properties. Jeong paid Respondent \$6,800 in attorney fees for Respondent's legal services.

45. Pursuant to the retainer agreement between Jeong and Respondent, Respondent agreed, among other things, to provide the following services: "evaluation, negotiation and/or litigation."

46. Based on the representations made to him at Respondent's seminar, Jeong expected Respondent to file a lawsuit against his bank.

47. On May 20, 2009, an attorney in Respondent's law firm, working under the supervision and at the direction of Respondent, filed an action with the San Bernardino County Superior Court on behalf of Jeong, entitled *Seung Man Jeong v Aurora Loan Services LLC*, case no. CIVVS903277. On June 12, 2009, this case was removed to federal court, Central District of California, case no. 5:09-cv-01114-SGL-AJW (the "Jeong Action").

48. On June 19, 2009, Aurora Loan Services LLC, the defendant in the Jeong Action, filed a motion to dismiss. On August 19, 2009, an attorney in Respondent's law firm, working under the supervision and at the direction of Respondent, requested dismissal of the Jeong Action without Jeong's knowledge, authority or consent.

49. On August 30, 2009, the court dismissed the Jeong Action without prejudice.

50. On September 3, 2009, an attorney in Respondent's law firm, working under the supervision and at the direction of Respondent, informed Jeong that the Jeong Action was dismissed, and that a "better" complaint would be filed.

51. At no time did Respondent file another lawsuit on Jeong's behalf after the Jeong Action was dismissed. Respondent did, however, negotiate with Respondent's lender regarding a loan modification. Due to Jeong's financial condition at that time, he did not qualify for a loan modification.

52. On December 21, 2009, Jeong terminated his employment of Respondent.

53. At no time did Respondent refund any portion of the \$6,800 paid by Jeong.

CONCLUSIONS OF LAW:

54. By failing to prosecute the Jeong Action, resulting in its dismissal, and by failing to re-file and prosecute the lawsuit that Jeong reasonably expected Respondent to file and prosecute, based on the representations of Respondent's agents, Respondent intentionally failed to perform legal services with competence in willful violation of Rules of Professional Conduct, rule 3-110(A).

Case No. 12-O-14230 (Complainant: Felicidad Campo)

FACTS:

55. On March 16, 2009, Felicidad Campo ("Campo") employed Respondent, pursuant to a retainer agreement, to "investigate, file and prosecute a lawsuit regarding the subject mortgage on behalf of [Campo] against all appropriate defendants, to challenge such defendants' unlawful business practices and statutory violations relating to residential home mortgages of the lenders and their assignees."

56. Campo paid Respondent \$6,000 in attorney fees for Respondent's legal services.

57. At no time during Respondent's representation of Campo did Respondent file a lawsuit on Campo's behalf. Respondent did, however, negotiate with Respondent's lender regarding a loan modification. Due to Campo's financial condition at that time she did not qualify for a loan modification.

58. On February 12, 2010, Respondent's firm filed for bankruptcy and named Campo as a creditor. Accordingly, at the direction of the bankruptcy trustee, Respondent withdrew from the representation of Campo, and notified Campo of the termination of employment.

59. At no time did Respondent refund any portion of the \$6,000 paid by Campo.

CONCLUSIONS OF LAW:

60. By failing to file and prosecute a lawsuit on behalf of Campo, which Respondent agreed to do pursuant to the retainer agreement with Campo, Respondent intentionally failed to perform legal services with competence in willful violation of Rules of Professional Conduct, rule 3-110(A).

Case No. 12-O-15398 (Complainant: Artak Topchyan)

FACTS:

61. In January 2009, an attorney, working under the supervision and at the direction of Respondent, advised Artak Topchyan ("Topchyan") about Respondent's "Mortgage Litigation" program. During this discussion, the attorney touted the benefits of filing lawsuits against lender banks as more effective in obtaining loan modifications than attempting to negotiate a loan modification without filing a lawsuit.

62. On January 12, 2009, in response to learning about Respondent's Mortgage Litigation program, Topchyan employed Respondent to represent him on claims relating to the mortgage of his property. Topchyan paid Respondent \$6,000 in attorney fees for Respondent's legal services.

63. Pursuant to the retainer agreement between Topchyan and Respondent, Respondent agreed, among other things, to provide the following services: "evaluation, negotiation and/or litigation."

64. Based on the representations made about Respondent's Mortgage Litigation program, Topchyan expected Respondent to file a lawsuit against his bank.

65. At no time during Respondent's representation of Topchyan did Respondent file a lawsuit on Topchyan's behalf. Respondent did, however, negotiate with Respondent's lender regarding a loan modification. Due to Topchyan's financial condition at that time, Topchyan did not qualify for a loan modification.

66. On February 12, 2010, Respondent's firm filed for bankruptcy and named Topchyan as a creditor. Accordingly, at the direction of the bankruptcy trustee, Respondent withdrew from the representation of Topchyan, and notified Topchyan of the termination of employment.

67. At no time did Respondent refund any portion of the \$6,000 paid by Topchyan.

CONCLUSIONS OF LAW:

68. By failing to file the lawsuit that Topchyan reasonably expected Respondent to file, based on the representations of Respondent's agents, Respondent intentionally failed to perform legal services with competence in willful violation of Rules of Professional Conduct, rule 3-110(A).

Case No. 12-O-15448 (Complainant: Kang Seon Seomun)

FACTS:

69. On December 23, 2008, Kang Seon Seomun ("Seomun") employed Respondent to represent him on claims relating to the mortgage on one of Seomun's properties. At that time, Seomun paid Respondent \$2,000 in attorney fees for Respondent's legal services.

70. On February 19, 2009, Respondent filed a lawsuit on behalf of Seomun, *Kang Seon Seomun v. Countrywide Home Loans Inc.*, case no. BC408050 in Los Angeles Superior Court (the "Seomun Action").

71. On May 1, 2009, the Seomun Action was removed to federal court.

72. On May 19, 2009, an attorney in Respondent's law firm, working under the supervision and at the direction of Respondent, requested dismissal of the Seomun Action without Seomun's knowledge, authorization, or consent. That day, the court dismissed the Seomun Action without prejudice.

73. At no time did Respondent prosecute the Seomun Action once it had been removed to federal court.

74. On October 21, 2009, Respondent informed Seomun that the Seomun Action had been dismissed, and that mortgage litigation was no longer a viable strategy for Seomun.

75. On December 18, 2009, Seomun terminated his employment of Respondent.

76. At no time did Respondent refund any portion of the \$2,000 paid by Seomun.

CONCLUSIONS OF LAW:

77. By failing to prosecute the Seomun Action, resulting in its dismissal, Respondent intentionally failed to perform legal services with competence in willful violation of Rules of Professional Conduct, rule 3-110(A).

Case No. 12-O-16699 (Complainant: Franklin Yasay)

FACTS:

78. On March 16, 2009, Franklin Yasay ("Yasay") employed Respondent, pursuant to a retainer agreement, to "investigate, file and prosecute a lawsuit regarding the subject mortgage on behalf of [Yasay] against all appropriate defendants, to challenge such defendants' unlawful business practices and statutory violations relating to residential home mortgages of the lenders and their assignees."

79. Yasay paid Respondent \$6,000 in attorney fees for Respondent's legal services

80. On November 18, 2009, Yasay received a letter from Respondent that stated, "[D]espite our very best efforts to resolve your mortgage situation with your lender, litigation is either not viable or has been unsuccessful.

81. At no time during Respondent's representation of Yasay did he file a lawsuit on Yasay's behalf. Respondent did, however, negotiate with Respondent's lender regarding a loan modification. Due to Yasay's financial condition at that time, he did not qualify for a loan modification.

82. On February 12, 2010, Respondent's firm filed for bankruptcy and named Yasay as a creditor. Accordingly, at the direction of the bankruptcy trustee, Respondent withdrew from the representation of Yasay, and notified Yasay of the termination of employment.

83. At no time did Respondent refund any portion of the \$6,000 paid by Yasay.

CONCLUSIONS OF LAW:

84. By failing to file and prosecute a lawsuit on behalf of Yasay, which Respondent agreed to do pursuant to the retainer agreement with Yasay, Respondent intentionally failed to perform legal services with competence in willful violation of Rules of Professional Conduct, rule 3-110(A).

ADDITIONAL FACTS RE AGGRAVATING CIRCUMSTANCES.

Record Of Prior Discipline (Std. 1.2(b)(i)): Respondent has a prior record of discipline. Effective June 21, 2012 (case nos. 09-O-14921, *et al.*), the Supreme Court ordered that Respondent be suspended for one-year, stayed the execution of the suspension, and placed him on probation for three years, subject to certain conditions including a 90-day actual suspension. The charges involved violations of Rules of Professional Conduct, rule 4-100(B)(3) and rule 3-700(D)(2), and Business and Professions Code, section 6068(o)(3). In 19 matters, Respondent failed to account following the termination of his employment and failed to refund the unearned portion of an advanced fee. In one matter, Respondent failed to report in writing to the State Bar within 30 days that judicial sanctions had been imposed against him.

Multiple Acts (Std. 1.2(b)(ii)): Respondent's misconduct involved multiple acts of wrongdoing, affecting ten different clients and ten acts of professional misconduct.

Harm (Std. 1.2(b)(iv)): The current misconduct caused harm to Respondent's clients, who were financially desperate and expected Respondent to file and prosecute lawsuits as part of the effort to keep their homes.

ADDITIONAL FACTS RE MITIGATING CIRCUMSTANCES.

Candor/Cooperation (Std. 1.2(e)(v)): Respondent cooperated by entering into this Stipulation to resolve this matter before trial. (*In the Matter of Riordan* (Review Dept. 2007) 5 Cal. State Bar Ct. Rptr 41.)

AUTHORITIES SUPPORTING DISCIPLINE.

The Standards for Attorney Sanctions for Professional Misconduct provide a "process of fixing discipline" pursuant to a set of written principles to "better discharge the purposes of attorney discipline as announced by the Supreme Court." (Rules Proc. of State Bar, tit. IV, Stds. for Atty. Sanctions for Prof. Misconduct, Introduction (all further references to standards are to this source).) The primary purposes of disciplinary proceedings and of the sanctions imposed are "the protection of the public, the courts and the legal profession; the maintenance of high professional standards by attorneys and the preservation of public confidence in the legal profession." (*In re Morse* (1995) 11 Cal.4th 184, 205; std. 1.3.)

Although not binding, the standards are entitled to "great weight" and should be followed "whenever possible" in determining level of discipline. (*In re Silvertan* (2005) 36 Cal.4th 81, 92, quoting *In re Brown* (1995) 12 Cal.4th 205, 220 and *In re Young* (1989) 49 Cal.3d 257, 267, fn. 11.) Adherence to the standards in the great majority of cases serves the valuable purpose of eliminating disparity and assuring

consistency, that is, the imposition of similar attorney discipline for instances of similar attorney misconduct. (*In re Naney* (1990) 51 Cal.3d 186, 190.) Any discipline recommendation different from that set forth in the applicable standards should clearly explain the reasons for the deviation. (*Blair v. State Bar* (1989) 49 Cal.3d 762, 776, fn. 5.)

Respondent admits to committing ten violations of the State Bar Act or Rules of Professional Conduct in 10 client matters. Standard 1.6(a) requires that where a Respondent acknowledges two or more acts of misconduct, and different sanctions are prescribed by the standards that apply to those acts, the sanction imposed shall be the more or most severe prescribed in the applicable standards.

The most severe sanction applicable to Respondent's misconduct is found in standard 2.6, which applies to Respondent's violation of Business and Professions code, section 6068(m). Standard 2.6 provides that the culpability of a member of a violation of section 6068(m) "shall result in disbarment or suspension depending on the gravity of the offense or the harm, if any, to the victim, with due regard to the purposes of imposing discipline set forth in standard 1.3."

As a threshold matter, the level of discipline in the current matters must be analyzed under *In the Matter of Sklar* (Review Dept. 1994) 2 Cal. State Bar Ct. Rptr. 602. Respondent has a record of prior discipline. The prior misconduct took place during the same time period as the current misconduct and involved similar facts and circumstances. The prior misconduct involved 20 clients who were desperate to save their homes and hired Respondent to represent them on claims relating to their mortgages.

Because the prior misconduct and the current misconduct took place over the same time period, from December 2008 through February 2010, it is appropriate to consider "the totality of the findings in the two cases to determine what the discipline would have been had all the charged misconduct in this period been brought as one case." (*Id.* at 619.) At first glance, it would seem that the totality of Respondent's misconduct, which affected 30 individuals who were desperate to save their homes, would call for disbarment.

Here, however, it is significant that all of the misconduct in the prior matters and in the current matters occurred during a discrete time period that lasted just over a year and ended in February 2010. There have been no disciplinary proceedings against Respondent since he terminated his loan modification/lender litigation practice three years ago. This, combined with the fact that Respondent has otherwise practiced discipline-free for over 25 years, strongly suggests that he presents a low risk of recidivism. For these reasons, a three-year stayed suspension and four years of probation with two years of actual suspension, including a requirement that Respondent show proof of rehabilitation, fitness to practice, and present learning and ability in the law prior to being relieved of the suspension, as stipulated herein, is appropriate to protect the public and otherwise serves the purposes of attorney discipline.

PENDING PROCEEDINGS.

The disclosure date referred to on page 2, paragraph A(7), was April 2, 2013.

DISMISSALS.

The parties respectfully request the Court to dismiss the following alleged violations in the interest of justice:

<u>Case No.</u>	<u>Count</u>	<u>Alleged Violation</u>
12-O-13739	3	Rules of Professional Conduct, rule 3-700(D)(2)
12-O-13779	5	Rules of Professional Conduct, rule 3-700(D)(2)
12-O-13833	7	Rules of Professional Conduct, rule 3-700(D)(2)
12-O-13925	9	Rules of Professional Conduct, rule 3-700(D)(2)
12-O-13926	11	Rules of Professional Conduct, rule 3-700(D)(2)
12-O-14230	13	Rules of Professional Conduct, rule 3-700(D)(2)
12-O-15398	15	Rules of Professional Conduct, rule 3-700(D)(2)
12-O-15448	17	Rules of Professional Conduct, rule 3-110(A)
12-O-15448	18	Rules of Professional Conduct, rule 3-700(D)(2)
12-O-16699	20	Rules of Professional Conduct, rule 3-700(D)(2)

COSTS OF DISCIPLINARY PROCEEDINGS.

Respondent acknowledges that the Office of the Chief Trial Counsel has informed respondent that as of April 2, 2013, the prosecution costs in this matter are \$15,334.92. Respondent further acknowledges that should this stipulation be rejected or should relief from the stipulation be granted, the costs in this matter may increase due to the cost of further proceedings.

FEE ARBITRATION CONDITIONS OF PROBATION:

As an additional term and condition of probation, Respondent shall do the following:

A. Respondent's Duty to Initiate and Participate in Fee Arbitration

Respondent must initiate fee arbitration within thirty (30) days from the effective date of this matter, including making any payment(s) and filing fees required by the organization conducting the fee arbitration to start the process, as follows:

1. Francis Spoonemore Amount in dispute: \$8,000
2. Marjorie Padua Amount in dispute: \$6,000
3. Antonio Castillo Amount in dispute: \$5,000
4. Angela Ser-Manukyan Amount in dispute: \$5,450
5. Seung Man Jeong Amount in dispute: \$6,800
6. Felicidad Campo Amount in dispute: \$6,000
7. Artak Topchyan Amount in dispute: \$6,000
8. Kang Seon Seomun Amount in dispute: \$2,000
9. Franklin Yasay Amount in dispute: \$5,000

Respondent must provide the Office of Probation with a copy of the conformed filing of each fee arbitration request within forty-five (45) days from the effective date of this matter. Respondent must immediately provide the Office of Probation with any information requested regarding the fee arbitrations to verify Respondent's compliance.

Respondent must fully and promptly participate in each fee arbitration as directed by the organization conducting the fee arbitration. Respondent will not be permitted to raise the statute of limitations as a defense to the fee arbitration. Respondent understands and agrees that the Office of Probation may contact the entity conducting the fee arbitration for information.

Respondent must accept binding arbitration on each arbitration request form. If the arbitration proceeds as non-binding, however, Respondent must abide by the arbitration award and forgo the right to file an action seeking a trial de novo in court to vacate the award.

B. Respondent's Duty to Comply with the Arbitration Award

Within fifteen (15) days after issuance of any arbitration award or judgment or agreement reflected in a stipulated award issued pursuant to a fee arbitration matter, Respondent must provide a copy of said award, judgment or stipulated award to the Office of Probation when such award, judgment or stipulated award becomes final as a matter of law. Respondent must abide by any award, judgment or stipulated award of any such fee arbitrator when such award, judgment or stipulated award becomes final as a matter of law. Respondent agrees to provide proof of compliance with any such award, judgment or stipulated award to the Office of Probation within thirty (30) days. If the award, judgment or stipulated award does not set forth a deadline for any payment, Respondent is to make full payment within thirty (30) days after any such award, judgment or stipulated award becomes final as a matter of law. Respondent must provide proof thereof to the Office of Probation within thirty (30) days after payment.

To the extent that Respondent has paid any fee arbitration award, judgment or stipulated award prior to the effective date of this matter, Respondent will be given credit for such payment(s) provided satisfactory proof of such payment(s) is or has been provided to the Office of Probation.

C. Fee Arbitration Conditions can be Satisfied by Respondent's Full Payment Plus Interest

The Fee Arbitration Conditions can also be satisfied by Respondent's full payment of the amount in dispute, specified above, plus interest of 10% per annum from February 12, 2010, when Respondent entered bankruptcy, within thirty (30) days from the effective date of this matter. Satisfactory proof of payment must be received by the Office of Probation within forty-five (45) days from the effective date of this matter.

Nothing in these Fee Arbitration Conditions prevents Respondent from negotiating and settling the amount in dispute with the above-named individuals before Respondent initiates the required fee arbitration process; provided, however, that any settlement must be in writing and satisfactory proof of such settlement, including proof of any payment required, must be received by the Office of Probation within twenty-five (25) days from the effective date of this matter.

If the Client Security Fund ("CSF") has reimbursed any of the above-listed individuals, for all or any portion of the principal amount(s), Respondent must also pay restitution to CSF in the amount(s) paid,

plus applicable interest and costs. To the extent the CSF has paid only principal amounts, Respondent will still be liable for interest payments. Any restitution to the CSF is enforceable as provided in Business and Professions Code section 6140.5, subdivisions (c) and (d). Respondent must pay all restitution before making payment to CSF. Satisfactory proof of payment(s) to CSF must be received by the Office of Probation within thirty (30) days of any payment.

D. Effect of Respondent's Failure to Comply with Fee Arbitration Conditions

Respondent understands that failure to strictly comply with these conditions regarding fee arbitration may result in this Court imposing additional discipline (with attendant costs) and conditions upon Respondent, including ordering Respondent to pay back the full amount in dispute plus 10% interest from the date interest accrues.

(Do not write above this line.)

In the Matter of: Joel Richard Bander	Case number(s): 12-O-13705-RAH 12-O-13739 12-O-13779 12-O-13833 12-O-13925 12-O-13926 12-O-14230 12-O-15398 12-O-15448 12-O-16699
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SIGNATURE OF THE PARTIES

By their signatures below, the parties and their counsel, as applicable, signify their agreement with each of the recitations and each of the terms and conditions of this Stipulation Re Facts, Conclusions of Law, and Disposition.

April 18, 2013

Date


Respondent's Signature

Joel Richard Bander

Print Name

Date

Respondent's Counsel Signature

Print Name

April 18, 2013

Date


Deputy Trial Counsel's Signature

Ross Eden Viselman

Print Name

(Do not write above this line.)

In the Matter of: JOEL RICHARD BANDER	Case Number(s): 12-O-13705 12-O-13739 12-O-13779 12-O-13833 12-O-13925 12-O-13926 12-O-14230 12-O-15398 12-O-15448 12-O-16699
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ACTUAL SUSPENSION ORDER

Finding the stipulation to be fair to the parties and that it adequately protects the public, IT IS ORDERED that the requested dismissal of counts/charges, if any, is GRANTED without prejudice, and:

- The stipulated facts and disposition are APPROVED and the DISCIPLINE RECOMMENDED to the Supreme Court.
- The stipulated facts and disposition are APPROVED AS MODIFIED as set forth below, and the DISCIPLINE IS RECOMMENDED to the Supreme Court.
- All Hearing dates are vacated.

The parties are bound by the stipulation as approved unless: 1) a motion to withdraw or modify the stipulation, filed within 15 days after service of this order, is granted; or 2) this court modifies or further modifies the approved stipulation. (See rule 5.58(E) & (F), Rules of Procedure.) **The effective date of this disposition is the effective date of the Supreme Court order herein, normally 30 days after file date. (See rule 9.18(a), California Rules of Court.)**

04-23-2013
Date



Judge of the State Bar Court
RICHARD A. PLATEL

CERTIFICATE OF SERVICE

[Rules Proc. of State Bar; Rule 5.27(B); Code Civ. Proc., § 1013a(4)]

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of Los Angeles, on April 25, 2013, I deposited a true copy of the following document(s):

STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING

in a sealed envelope for collection and mailing on that date as follows:

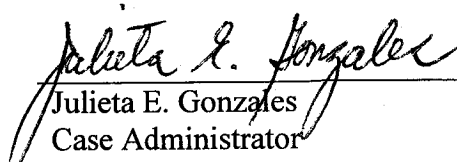
- by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

JOEL RICHARD BANDER ESQ
JOEL BANDER, ATTORNEY AT LAW, P.C.
PO BOX 17868
LOS ANGELES, CA 90017

- by interoffice mail through a facility regularly maintained by the State Bar of California addressed as follows:

Ross E. Viselman, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on April 25, 2013.



Julieta E. Gonzales
Case Administrator
State Bar Court